

Buffalo

Teamsters #238 (Mixed) (POLICE)

7/1/2006 6/30/2009

BUFFALO / TEAMSTERS #238 (MIXED) (POLICE) 06-09

AGREEMENT

BETWEEN

**CITY OF BUFFALO**

AND

**CHAUFFEURS, TEAMSTERS AND HELPERS LOCAL UNION NO. 238,  
AFFILIATED WITH THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS**

JULY 1, 2006 - JUNE 30, 2009



## CITY OF BUFFALO

### AGREEMENT FOR MUNICIPAL WORKERS AND POLICE OFFICERS

THIS AGREEMENT is executed by the City of Buffalo, Iowa, hereinafter called "Employer", and Chauffeurs, Teamsters and Helpers Local Union No. 238, affiliated with International Brotherhood of Teamsters, hereinafter called "Union".

#### ARTICLE 1 PURPOSE

##### Section 1.1

The purpose of the City of Buffalo and the Union in entering into this Agreement is to set proper standards of wages, hours, working conditions and other conditions of employment so as to promote the efficiency of law enforcement; the morale and security of employees covered by this Agreement; and harmonious relations, giving recognition to the legal rights and responsibilities of the City, the Union, and the employees.

#### ARTICLE 2 RECOGNITION

##### Section 2.1

The City agrees to and acknowledges that the Union is the exclusive bargaining representative as set out in the Iowa Public Employment Relations Board, Case No. 4063 and 3523, for those employees as listed below:

Included: All regular full time city employees and all regular part time employees in the public works department and the police department, all regular full time and all regular part time city employees in the city hall administrative department except as noted below.

Excluded: City clerk, all elected officials, and all other city employees and any other persons excluded by Section 4 of the Act.

##### Section 2.2

It is understood and agreed by the parties that the Public Works Director shall be excluded from the bargaining unit if, in the future, he becomes a supervisor as defined by the Iowa Public Employment Relations Act.

## ARTICLE 3 DEFINITIONS

### Section 3.1

A probationary employee is one who has not completed six (6) months of continuous service with the Employer. During the probationary period, such employee may be discharged by the Employer without cause and without recourse to the grievance procedure.

### Section 3.2

A regular employee is an employee who has completed the probationary period. Regular employee shall be entitled to all fringe benefits provided by the Agreement. Part-time employees shall not be eligible for any fringe benefits under this Agreement except that the Assistant City Clerk, who is a regular part-time employee, shall be entitled to be covered under the City's health insurance plan under the same terms as regular employees.

### Section 3.3

Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

### Section 3.4

"Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

### Section 3.5

"Work day" shall mean the scheduled work day of the employee involved.

## ARTICLE 4 MANAGEMENT RIGHTS

### Section 4.1

In addition to all powers, duties and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Union recognizes the powers, duties, and rights which belong solely and exclusively to the Employer:

- (a) The right to manage the Employer's operations and to direct the working force;
- (b) The right to hire employees;
- (c) The right to maintain order and efficiency;
- (d) The right to extend, maintain, curtail, or terminate operations of the Employer, to determine the size and location of the Employer's

operations and to determine the type and amount of equipment to be used;

- (e) The right to assign work;
- (f) The right to determine methods and materials to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;
- (g) The right to create, modify and terminate departments, job classifications and job duties;
- (h) The right to transfer, promote and demote employees;
- (i) The right to discipline, suspend and discharge employees for proper cause;
- (j) The right to lay-off;
- (k) The right to determine the number and starting time of shifts, the number of hours and days in a work week and the hours of work;
- (l) The right to determine the number of persons to be employed by the Employer at any time;
- (m) The right to enforce and require employees to observe rules and regulations set forth by the Employer provided, however, that these rights will not be used for the purpose of discriminating against any employee because of his membership or non-membership in the Union.

#### Section 4.2

The list of management rights set forth in Section 3.1 is not exclusive and it is understood that except as specifically and expressly modified by this Agreement, all of the rights, power and authority and prerogatives which the Employer had prior to this Agreement are retained by it and reserved to it and shall remain within its exclusive control.

## ARTICLE 5 UNION RIGHTS AND RESPONSIBILITIES

### Section 5.1

The Union recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost consistent with fair labor standards. The Union, therefore, agrees to cooperate in the attainment of the goals and agrees to the following:

- (a) That it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) That it will earnestly strive to improve and strengthen goodwill between and among the City and its employees, the Union and the Public.

### Section 5.2

The Employer will not interfere with the right of its employees to become members of the Union. The Union will not interfere with the right of the employee to refrain from Union membership. There shall be no discrimination by the Employer or the Union because of membership or non-membership in the Union. The Union agrees that neither it or any of its officers or agents will engage in any Union activity which will interrupt or interfere with the operations of the Employer. The Employer will determine when an interruption or interference has occurred.

### Section 5.3

For purposes of investigating pending grievances, a duly authorized representative of the Union shall have access to the Employer's premises during working time with the prior consent of either the Mayor or a member of the City's Employee Relations Committee. The Employer will cooperate to facilitate such visitations, and the Union and its authorized representative(s) will not interfere with or interrupt the operations of the Employer or the work of the employee.

## ARTICLE 6 CHECK OFF

### Section 6.1

The Employer agrees to deduct from the pay of employees who are Union members covered by this Agreement, dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

## Section 6.2

The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law. No deduction shall be made which is prohibited by applicable law.

## Section 6.3

The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgements brought or issued against the Employer as a result of any action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

# ARTICLE 7 UNION REPRESENTATIVES

## Section 7.1

Authorized representatives of the Union upon advance notice given to the Mayor or a member of the City's Employee Relations Committee may visit the Police Station, City Hall job site or Public Works Building and confer with representatives of the Employer. If such Union representatives desire to confer with a Union Steward or any employee, he must first notify the Mayor or a member of the City's Employee Relations Committee. The employee will not be granted permission for such conference if it will interfere with the normal operations of the department; no employee will be held out of or called in from his assignment for this purpose. The time spent in conference shall be without pay.

## Section 7.2

Upon reasonable request made by employee during regular business hours, the Employer shall produce for examination by the employee or his representative, time sheets and other records pertaining to the computation of compensation of an employee whose pay is in dispute or other records of the employee pertaining to a specific grievance. However, no such information shall be produced without the consent of the employee involved.

## ARTICLE 8 STEWARDS

### Section 8.1

The Employer recognizes the right of the Union to designate one steward and one alternate steward from the Employer's seniority list. The Union shall provide the Employer with a list of such stewards and any changes made from time to time.

### Section 8.2

A steward is expected to contact other employees regarding grievances at shift change unless he secures prior permission from the Mayor or a member of the City's Employee Relations Committee.

### Section 8.3

The authority of job stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities:

- (a) the investigation and presentation of grievances with his employer or designated Employer representative in accordance with the provisions of the collective bargaining agreement.
- (b) the transmission of such messages and information which shall originate with, and are authorized by the Local Union, or its officers, provided such messages and information
  1. have been reduced to writing, and
  2. if not reduced to writing, are of a routine nature and do not involve work stoppages or slow downs.

### Section 8.4

The time spent by the steward and the employee under Articles 8.2 and Article 8.3 shall be without pay.

## ARTICLE 9 SALARIES AND WAGES

### Section 9.1

The following general wage increases shall be given to employees effective July 1st of each fiscal year:

Effective July 1, 2006	\$ .75	per hour for all full-time employees
Effective July 1, 2007	\$ .75	per hour for all full-time employees
Effective July 1, 2008	\$ .75	per hour for all full-time employees

The City may grant individual employees additional increases in compensation during the term of this Agreement based on merit.

### Section 9.2

Employees will be paid for all time worked in accordance with the City's time clock procedures. Employees who work past the end of their shift will not be paid for such time unless it equals or exceeds sixteen (16) minutes in which event they shall be paid for one-half (1/2) hour or actual time worked, whichever is greater.

### Section 9.3

When the police chief or public works director are gone from their job, the designated person taking over their work shall be paid the higher wage if they work in the police chief or public works director position more than 24 hours during any work period. Over 24 hours the designated person will receive the previous 24 hours pay and any subsequent pay until the police chief or public works director are able to return to their jobs.

## ARTICLE 10 WORK WEEK - PAY DATES

### Section 10.1

The work week shall run from 12:01 a.m., Monday through 12:00 p.m., Sunday evening.

Shift #1	7:00 a.m. - 3:30 p.m.
Shift #2	3:00 p.m. - 11:30 p.m.
Shift #3	11:00 p.m. - 7:30 a.m.
Office Clerks	8:00 a.m. - 4:30 p.m.

However, the City Council may modify or adjust the shifts and hours as needed as it deems appropriate, except office clerks.

Overtime shall be paid after forty (40) hours of work in a work week or eight (8) hours in a day. Any scheduled overtime shall be paid at one and one-half (1 1/2) times the regular rate of pay.

Each employee shall be provided a 1/2 hour unpaid lunch break, except on-duty police officers shall be allowed a 1/2 hour paid meal time.

Overtime for Police Officers shall be assigned on a rotating basis for all employees who have completed their probationary period.

There shall be no trading of work assignments except by specific approval of the City Council. Any change of basic hours shall be by written authorization by the City Council.

The normal work week will consist of five (5) eight (8) hour days, Monday through Friday as stated above.

Police schedule will consist of four (4) ten (10) hour days.

#### Section 10.2

Employees who are called back to work shall be guaranteed two (2) hours work or pay at the applicable rate in effect at the time of the callback except for employees performing routine daily sewer checks at the treatment plant where the call-in guarantee shall be one (1) hour at the applicable rate.

#### Section 10.3

This Article shall not be construed as a guarantee of hours of work per day, per week, or per month or days of work per week or per month.

#### Section 10.4

The standard payroll shall be paid weekly with pay days on the Friday following the end of the payroll period.

### ARTICLE 11 HOLIDAYS

#### Section 11.1

Each employee who has completed his probation shall receive eight (8) hours pay for each of the following holidays:

1/2 day before New Year's Day  
New Year's Day  
Martin Luther King, Jr. Day  
President's Day  
Good Friday  
Memorial Day  
July 4th  
Labor Day

Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Day before Christmas  
Christmas  
Four (4) personal days  
Employee's birthday

### Section 11.2

In order to be eligible for receiving holiday pay, an employee must report for work on the employee's last scheduled work day before the holiday and on the employee's first scheduled work day after the holiday. Exceptions are sickness and any accrued time off that has been approved in advance of the holiday by the supervisor. No employee who has been laid off or is under suspension will be eligible for holiday pay.

### Section 11.3

Employees shall be compensated at double their regular rate of pay for all time worked on the day designated by the City as a holiday in addition to their holiday pay. All holidays falling on a Sunday will be observed on Monday and all holidays falling on a Saturday will be observed on the preceding Friday.

### Section 11.4

As some Police Officers must work the day of a holiday, the next scheduled work day will be used as their holiday, unless it has been approved by the supervisor previously.

## ARTICLE 12 VACATIONS

### Section 12.1 Vacation Schedule.

One (1) week after one (1) year of employment. After this date, vacation periods revert back to the calendar year of January 1.

After two (2) years	.....	two (2) weeks vacation
After eight (8) years	.....	three (3) weeks vacation
After fifteen (15) years	.....	four (4) weeks vacation
After twenty (20) years	.....	five (5) weeks vacation
After twenty-five (25) years	.....	six (6) weeks vacation

### Section 12.2

In order to be eligible for a vacation, an employee must have worked at least 1000 hours during each anniversary year of employment. Vacation leave earned during one twelve month period of continuous employment is available for use during the following twelve month period.

### Section 12.3

There will be no linking of vacation leave from one twelve month period to the next without specific approval of the City Council. Employees must receive prior approval before taking time off for vacation.

### Section 12.4

In the event that a holiday falls within an employee's vacation period, he shall receive at the City's option, either another day of vacation or pay in lieu of.

## ARTICLE 13 GROUP HEALTH AND LIFE INSURANCE

### Section 13.1

Effective July 1, 2006, the City will provide to regular full time employees the major medical, short term disability, prescription drug, dental benefits, vision benefits and other benefits as described in the modified C4 Plan – Health and Welfare Plan Benefits offered by Central States Southeast and Southwest Areas Health and Welfare Funds. The City shall pay the full premium cost for regular full time employees. Any regular part time employee that is regularly scheduled to work thirty-two (32) or more hours a week shall also be eligible to participate in the City's health and benefits program. Beginning in year 1, each employee shall pay the annual deductible in the amount of \$250.00 per individual and \$500.00 per family. Beginning in year 1, employees shall be responsible for payment of the annual out of pocket expense limit of \$1,000.00 per individual and \$2,000.00 per family. Beginning in year 1 the employees will be responsible for the payment of all co-payments except for prescriptions. The employees shall be responsible for paying the first \$50.00 of co-payment per prescription and the City shall reimburse the employee for any prescription co-payment in excess of \$50.00 pre prescription. Beginning in year 3 each employee shall pay \$25.00 per month of the premium cost. All other health, life and welfare benefits for both individuals and families shall be subject to the existing terms and conditions of the C4 Plan – Health and Welfare Plan offered by Central States Southeast and Southwest Areas Health and Welfare Funds. The City reserves the right to change insurance and benefit carrier, provided the benefits are at least substantially equivalent to the existing policy.

### Section 13.2

Effective July 1, 2006 the City shall contribute to Central States, Southeast and Southwest Areas Health and Welfare Fund, which is to be administered jointly by the parties, the sum of one hundred sixty-one dollars (\$161.00) per week for each employee who has actually worked thirty (30) days, not calendar days, or more in the employment of the City.

Effective July 1, 2007, the City shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, which is to be administered jointly by the parties, the sum of one hundred eighty four dollars (\$184.00) per week for each employee who has worked thirty (30) days, not calendar days, or more in the employment of the City.

Effective July 1, 2008, the City shall contribute to the Central States, Southeast and Southwest Areas Health and Welfare Fund, which is to be administered jointly by the parties, the sum of two hundred two dollars and eighty three cents (\$202.83) per week for each employee who has actually worked thirty (30) days, not calendar days, or more in the employment of the City.

New regular full time employees shall establish initial eligibility after eight (8) consecutive weeks of contributions on behalf of such employee have been received by the Central States, Southeast and Southwest Areas Health and Welfare Fund.

### Section 13.3

Employers presently making payments to the Central States, Southeast and Southwest Areas Health and Welfare Fund, and Employers who may subsequently begin to make payments to such fund, shall continue to make such payments for the life of this Agreement.

### Section 13.4

By execution of this Agreement, the City agrees to enter into appropriate trust agreements necessary for the administration of such fund, and to designate the Employer Trustees under such Agreement, hereby waiving all notice thereof and ratifying all actions already taken or to be taken by such Trustees within the scope of their authority.

### Section 13.5

Contributions to the Health and Welfare Fund must be made for each week on each regular employee. Action for delinquent contributions may be instituted by either the Local Union, the Area Conference, or the Trustees. Employers who are delinquent must also pay all attorneys fees and costs of collection.

### Section 13.6

The City will provide life insurance and accidental death and dismemberment insurance as described in the modified C4 Plan – Health and Welfare Benefits offered by Central States Southeast and Southwest Areas Health and Welfare Fund.

## ARTICLE 14 SICK LEAVE

### Section 14.1

Sick leave accumulates at the rate of one day per month up to a total of 120 calendar days. Employees will use 30 calendar days of accumulation and collect a disability insurance up to a year, then if necessary, revert back to the balance of accumulated sick leave. Employee cannot collect both at the same time. Sick leave continues to accumulate while employee is on leave.

### Section 14.2

Sick leave will not be granted for absence from work on the day immediately preceding or following a holiday, weekend, vacation or day(s) off, unless otherwise mutually agreed to, and absence of more than two (2) consecutive work shifts shall require a certificate from a physician for sick leave pay to be granted.

### Section 14.3

Upon retirement with 30 days notice and a minimum service of 20 years, an employee whose employment start date with the City was prior to July 1, 2006, shall be paid his or her accumulated sick leave up to a maximum of 120 days as an additional check to the employee or his/her estate. The pay rate will be at employees' regular pay rate at the time of retirement.

Upon termination (voluntary/involuntary) an employee with a minimum of 20 years of service shall receive  $\frac{1}{2}$  of all accumulated sick leave pay up to a maximum of 60 days. If the involuntary termination is for a cause/misconduct on the part of the employee, no payment shall be made by virtue of the preceding sentence. If an employee begins employment with the City after July 1, 2006, upon retirement with 30 days notice and a minimum of 20 years service, that employee shall be paid his or her accumulated sick leave up to a maximum of 60 days as an additional check to the employee or his/her estate. Upon termination (voluntary/involuntary) such an employee with a minimum of 20 years service shall receive one-half of his accumulated sick leave pay up to a maximum of 30 days.

## ARTICLE 15 FUNERAL LEAVE

### Section 15.1

Three (3) days leave with pay shall be allowed for each death in the immediate family. An additional five (5) days shall be allowed as needed in the event of death of a spouse or child.

Immediate family shall include: mother, father, sister, brother, daughter, son, grandmother, grandfather, granddaughter, grandson, mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, stepmother, stepfather, or any relative residing with an employee permanently.

An additional day shall be allowed for a funeral where the distance to be traveled is 500 miles or greater.

## ARTICLE 16 MILITARY LEAVE

### Section 16.1

All regular employees entering military service of the United States (whether involuntary or voluntary including National Guard or Reserves) shall be given leave of absence for the time spent in the service providing that within ninety (90) days upon release from such military service, he reports for duty at his old job at prevailing rate of pay for the class and job code. While absent, increases shall be given as if no absence existed.

### Section 16.2

According to Section 29A.28 of the Iowa Code, each regular employee shall be entitled to receive regular pay from the City during the first thirty (30) calendar days of such military leave.

## ARTICLE 17 JURY DUTY

### Section 17.1 - Jury Duty

A full time regular employee who is required to serve on a jury during his scheduled work hours shall be paid the difference between his jury fees and his straight time hourly rate of pay for all scheduled hours of work missed because of jury duty. The eligible employee shall present proof of service and must report immediately for work if he is discharged from the jury before the end of his scheduled hours of work. If the employee is the plaintiff or complainant on a job related civil case, the employee will not be compensated for court time.

### Section 17.2

Police Officers will be called upon to be available for depositions, a pre-trial conference or a court appearance in connection with criminal matters where they may be involved as the arresting officer or a material witness. No additional pay will be forthcoming if such time occurs during the normal working hours of the Police Officer.

No employee is to appear unless subpoenaed or ordered by the Court in writing, except for pre-trial conference with City or County Attorney or their assistants, but no subpoena is required for attendance at a suspension hearing scheduled by the Iowa Highway Patrol.

An employee required to appear for any of the above on his off duty hours will be paid for all hours spent with a minimum of two (2) hours pay at one and one-half (1 1/2) times their hourly rate. In case an employee is subpoenaed in a job related civil case, he shall not lose any pay as a result thereof.

## ARTICLE 18 SENIORITY

### Section 18.1

In the event it becomes necessary to reduce the number of municipal employees, probationary employees shall first be laid off before regular employees. Employees will be selected for layoff and recall based on ability and skill to perform the available work. When ability and skill is equal, seniority shall govern.

### Section 18.2

Employees on layoff status shall retain their seniority for a period of one (1) year or their length of seniority, whichever is shorter. Employees whose seniority terminates shall have no recall rights.

### Section 18.3

A probationary period of six (6) months shall be required for both full-time and part-time sworn police officers. The six (6) month probationary period covers only performance and job related qualifications. All fringe benefits are granted to full-time police officers (officers who work an average forty (40) hour week and 2080 hour year) upon employment.

### Section 18.4

Only regular part-time police officers who work a minimum of thirty (30) hours per week are granted benefits.

### Section 18.5

In the event it becomes necessary to reduce the number of police officers, seniority will be followed. Police officers with the least seniority shall be laid off first if the remaining employees can qualify to do the work. When recalling police officers, they shall be recalled according to seniority if they are qualified for the positions to be filled. If any job coming under this Agreement is eliminated, police officers who are qualified will be permitted to use their seniority to bump into other jobs covered by this Agreement.

- a. In the event of a recall, an employee laid off shall be given ten (10) days notice of recall by certified letter, mailed to his last known address. The employee must respond to such notice within three (3) days after receipt thereof and actually report to work in seven (7) days after receipt of notice unless otherwise mutually agreed to. The employee's response to a recall notice must be in writing and delivered by certified mail to the person providing the recall notice. In the event the employee fails to comply with the above, he shall be terminated and lose all seniority rights under this Agreement.
- b. All police officers on lay off status shall retain their seniority.

## ARTICLE 19 SAFETY

### Section 19.1

The Employer shall comply with all safety regulations as set out by the Department of Labor (OSHA), both State and Federal, regarding safety and health. Whenever a police officer is required to transport a prisoner from one location to another, he shall be accompanied by one (1) additional officer for each prisoner. It is understood that movement to and from court or a non-dangerous prisoner within the County or immediate area may be exempt if circumstances so warrant. However, all interstate transportation, or transportation of a dangerous prisoner, shall require two (2) officers for one (1) prisoner. Night patrol cars shall be equipped with a vehicle security cage.

## ARTICLE 20 GRIEVANCE PROCEDURE AND ARBITRATION

### Section 20.1 Definition

A grievance shall mean only an allegation that there has been a violation of a specific term and/or provision of this Agreement. Grievances shall be adjusted in the manner set forth below.

### Section 20.2 First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his immediate supervisor.

### Section 20.3 Second Step

If the grievance is not resolved satisfactorily in Step 1, the Union may file, within ten (10) days after the occurrence giving rise to the grievance, a written grievance with the City Council. The City Council will meet with the Union at its next regularly scheduled meeting and attempt to resolve the grievance. All written grievances shall state the article and section of the Agreement alleged to have been violated, the date of the violation, the relief requested and to the extent then possible, the name of all employees for whom the grievance is being filed. Grievances shall be filed with the City Clerk.

### Section 20.4 Third Step

- (a) If the grievance is not resolved satisfactorily in Step 2, the Union may submit the grievance to binding arbitration by giving written notice to the City within fifteen (15) days after the Step 2 answer is given or due. Grievances which have been processed through the preceding step of this procedure, and only such grievances, shall be submitted to arbitration as provided below.
- (b) The grievant and his Union representative shall submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an

arbitrator to be selected by the two parties within seven (7) calendar days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) calendar days, the Iowa Public Employment Relations Board shall be requested to provide a panel of five (5) arbitrators.

- (c) The parties shall strike names from the panel. The parties shall determine by coin toss which party shall have the right to remove the first name from the list. The meeting to strike names shall be held within seven (7) calendar days of receipt of such list of names. Each of the two parties shall alternately strike one name at a time from the list until one name shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed, shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties.
- (d) The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- (e) Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the Employer and the grievant or his representative(s).

#### Section 20.5

The failure by an employee, the Union, or its representative to process a grievance within the applicable time specified above shall bar an employee, the Union or its representatives from further pursuit of the grievance, and any such grievance shall be considered as settled. The failure by the Employer, or the Employer's representative, to answer the grievance within the applicable time specified above shall be deemed a denial of the grievance which then may be appealed to the next step.

## ARTICLE 21 UNIFORM AND EQUIPMENT ALLOWANCE

### Section 21.1

Any safety equipment as determined by the City to be necessary for the performance of the job shall be furnished by the Employer at no cost to the officer.

### Section 21.2 Mileage:

The City of Buffalo will compensate an employee at the rate the state of Iowa pays per mile when the employees are required to provide their own transportation in order to perform their job function when authorized by the Mayor prior to use of personal vehicle.

### Section 21.3

Any expenses incurred in the line of duty by an employee while working for the City may be submitted to the City Council for approval for reimbursement by the City.

### Section 21.4

The City shall provide one (1) box of ammunition every three (3) months for practice, plus provide membership at a range of the City's choice for officers to practice.

### Section 21.5

Employees shall be reimbursed for expenses incurred in attending training or educational programs required by the City. The amount of reimbursement for expenses shall be in accordance with then current City policy on reimbursements, except that meal allowances shall be established at \$5.00 for breakfast, \$8.00 for lunch and \$12.50 for dinner based on paid receipts.

## ARTICLE 22 TRAINING AND EDUCATION

### Section 22.1

Training requirements and programs for police officers shall be established by the Chief of Police. Training during regular hours shall be paid for as any other work assignment. When mandatory training must be taken outside of the employee's normal working hours, the employee shall be paid at the rate of one and one-half (1 1/2) times his basic hourly rate for any hours worked over forty (40) hours during the work week. The City shall, as required, pay for or provide transportation, subsistence and tuition for training purposes.

### Section 22.2

The City shall provide training fee for first responder and maintain.

### Section 22.3 Education

Police officers may apply for educational reimbursement for taking educational courses which are job related and will improve the employee's performance. If the Chief of Police and City Council approves the request for reimbursement, the City will participate in the cost of education at fifty percent (50%) of the cost of tuition, fees and text materials.

The procedure for this educational benefit is:

1. Approval by the Chief of Police before enrollment
2. Successful completion of the course which is defined as receiving a grade equivalent of "C" or higher
3. Agreement to repay the full cost of the City upon resignation within three (3) years after completion of the course(s).
4. Employees who are laid off shall not be required to repay tuition reimbursement within three (3) years.

## ARTICLE 23 SAVINGS CLAUSE

### Section 23.1

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

## ARTICLE 24 GENERAL CONDITIONS

### Section 24.1

This Agreement shall be construed under the laws of the State of Iowa.

### Section 24.2

Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials and employees.

### Section 24.3

In the event any provision of the Agreement is held invalid by a court of competent jurisdiction,

the said provision shall be considered separable and its invalidity shall not in any way affect the remaining provisions of this Agreement.

#### Section 24.4

This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, agreed that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

#### Section 24.5

The City shall each year of the agreement pay the public works director and maintenance employees a clothing allowance of \$200.00 each year of the agreement and provide 5 work shirts. The payment to be paid to the employees upon presentation of paid receipts of the work clothes. The public works director and maintenance employees shall be required to wear safety shoes which are approved either by OSHA or ANSI. The City will reimburse the public works director and maintenance employees \$100.00 each year for ANSI or OSHA approved safety shoes upon presentation of a paid receipt. The City shall provide a uniform allowance to all full time police officers of \$600.00 each year of the agreement, which is to be paid to the employee upon presentation of paid receipts for the uniforms.

#### Section 24.6

The terms of this Agreement supersede and replace all previous terms and conditions of employment established by the City for municipal employees.

ARTICLE 25  
EFFECTIVE DATE AND TERM

Section 25.1

This Agreement shall be effective July 1, 2006 through June 30, 2009.

Section 25.2

The terms and conditions of this Agreement shall continue from year to year after June 30, 2006 unless one or both of the parties seeking modification shall cause a written notice to be served on the other party by September 15, 2008, or by September 15th of any contract year thereafter.

IN WITNESS, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 10<sup>th</sup> day of April, 2006.

CHAUFFEURS, TEAMSTERS & HELPERS  
LOCAL UNION NO. 238, affiliated with  
the INTERNATIONAL BROTHERHOOD  
OF TEAMSTERS

by   
Secretary-Treasurer

by   
Business Representative

CITY OF BUFFALO

by   
Mayor